



SMALL TOWN, BIG BEACH™

**A G E N D A
REGULAR COUNCIL MEETING
CITY OF GULF SHORES, ALABAMA
JUNE 24, 2013**

- 1. Call to Order**
- 2. Invocation – Dr. Lloyd Stilley, First Baptist Church of Gulf Shores**
- 3. Pledge of Allegiance**
- 4. Roll Call**
- 5. Approval of Minutes**
 - A. June 10, 2013 – Regular Council Meeting**
 - B. June 17, 2013 – Council Work Session Meeting**
- 6. Approval of Expense Vouchers**
- 7. Presentation of Petitions, Requests and Communications**
 - A. ABC Applications: Seaside Liquor 2; Dollar General Store 13609; GooRoos Grill**
 - B. Assembly Permit Application – 2013 SEC BeachFest**
 - C. Assembly Permit Application – Beach Club July 4th Fireworks**
- 8. New Business**
 - A. Ordinance – Taxi Franchise Renewal - \$4.00 Island Shuttle Taxi**
 - B. Resolution – Accept Comprehensive Annual Financial Report 2012**
 - C. Resolution – Approve ACME Restaurant Site Plan**
 - D. Resolution – Authorize Gulf Shores Utilities Surplus Property**
 - E. Resolution – Award Contract – Professional Services – Skipper Consulting**
 - F. Resolution – Award Bid – Debris Removal and Sand Reclamation**
 - G. Resolution – Award Bid – Roadway Resurfacing Project, FY 2013**
 - H. Resolution – Authorize Expenditure – HOMF Impact Analysis**
- 9. Committee Reports**
- 10. Staff Reports**
- 11. Hearing of Persons Not Listed on Formal Agenda**
- 12. Adjourn**



SMALL TOWN, BIG BEACH

APPLICATION TYPE: License Transfer (New Location)

LICENSE TYPE: (011) Lounge Retail Liquor License – Class II (Package)

APPLICANT NAME: Ramp Enterprises, Inc. d/b/a Seaside Liquor 2

LOCATION: From 1320 Gulf Shores Parkway
316 East Beach Blvd. (Old Brewster’s Ice Cream location)

MANAGER: Reynaldo Manas

APPLICATION TYPE: New Business

LICENSE TYPE: (050) Retail Beer (Off Premises Only)
(070) Retail Table Wine (Off Premises Only)

APPLICANT NAME: DOLGENCORP LLC / Dollar General Store 13609

LOCATION: 20052 Richard Childress Lane, Foley, AL 36535
(Intersection of C. R. 10 and Hwy. 59) This business has a Foley mail route, but is located in Gulf Shores’ jurisdiction.

MANAGER: Robert Stephenson, LLC Manager

APPLICATION TYPE: New Business

LICENSE TYPE: (020) Restaurant Retail License

APPLICANT NAME: GOOROOS GRILL, INC. d/b/a GOOROOS Grill

LOCATION: 1209 Gulf Shores Parkway (previously Bella Luna Pizza location)

MANAGER: Russell Johnson

Application for a Public Assembly Permit must be submitted to the City Clerk at least thirty (30) days prior to the date of the proposed assembly.

APPLICATION FOR PUBLIC ASSEMBLY PERMIT
AS REQUIRED BY SECTION 11-20 ET SEQ. OF
THE CODE OF ORDINANCES OF
THE CITY OF GULF SHORES, ALABAMA

Date: June 7, 2013

ORGANIZATION/SPONSOR CVB - Gulf Shores & Orange Beach Tourism

ADDRESS P O Drawer 457 Gulf Shores, AL 36547

AGENT OR REPRESENTATIVE Beth Gendler

TELEPHONE NUMBER (office) 251-974-4620 (cell) 251-752-2291

Email ADDRESS bgendler@gulfshores.com

It is respectfully requested that a Public Assembly Permit be issued to the above named organization or sponsor.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

- a. Purpose of the Public Assembly: Holding the 2nd Annual SEC BeachFest
- b. Dates of the Assembly: August 16-18, 2013; Set-up would begin
- c. Time of the Assembly: from 6am-10:30pm
- d. Estimated number of Participants/Attendees: 15,000-20,000 throughout event. Anticipate 5000-7500 at any given time.
- e. Estimated number of Vendors: TBD
- f. Location of Assembly (legal description of property if known):
Gulf Place - Main Public Beach
- g. Owner of Property: City of Gulf Shores

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

- h. If applicant will need to use City employees for any part of the preparation and clean-up of the site, a separate agreement with the City will be required before issuance of the Permit.
- i. Applicant shall guarantee payment of business licenses and sales tax, if applicable to function.
- j. **Required attachments -- detailed explanation, including drawings and diagrams where applicable, of the prospective plan of the Permittee to provide for the following, as appropriate:**
 - (1) Police and fire protection (describe on-site security; Gulf Shores Police will do routine patrol and will respond to calls.)
 - (2) Food and water supply and facilities
 - (3) Health and sanitation facilities (specify number of portable toilet facilities to be furnished)
 - (4) Medical facilities and services including emergency vehicles and equipment
 - (5) Vehicle access and parking facilities (If the proposed public assembly is expected to require more parking than can be provided at the location of the assembly, the applicant must submit plans showing where additional parking will be provided and a letter from the owner of the property granting approval for such use.)
 - (6) Camping and trailer facilities
 - (7) Illumination facilities
 - (8) Communications facilities
 - (9) **Signage - Signage placement must be shown on diagram, comply with the City's Zoning Ordinance (Ordinance #1584, Chapter 18, Article XVI, Signs) and be approved by the Recreation and Cultural Affairs Director (or his agent) prior to the issuance of the Permit.**
 - (10) Noise control and abatement
 - (11) Facilities for daily clean up and waste disposal; final cleanup will be done within 24 hours after close (grease or oil disposal shall be monitored)

APPLICATION FOR PUBLIC ASSEMBLY PERMIT

Page 3

- (12) Insurance and bonding arrangements -- Binder or other proof of coverage in proper amount shall be in the hands of the Clerk no later than five (5) days before the first day of the event.

The undersigned has authority to execute this application; and the requesting organized group, unincorporated association of persons, or corporation promises and agrees to abide by all the terms and conditions of Section 11-26, Code of Ordinances, under which a Public Assembly Permit is issued, and to abide by all rules and regulations of the City of Gulf Shores, Alabama.

Leon Bonalcy

SIGNATURE OF AGENT

By authority of Section 11-24 of the Code of Ordinances of the City of Gulf Shores, the requirement of an Assembly Permit shall not apply to any activity sponsored by the City, County or State.

The Permit shall be issued only after approval by the appropriate City Officials, as indicated below:

- a. Police Chief: [Signature] Date: 6/19/13
b. Fire Chief: [Signature] Date: 6-20-13
c. Public Works Director: [Signature] Date: 6/19/13
d. Building Official: [Signature] Date: 6-19-13
e. Planning & Zoning: [Signature] Date: 6-20-13
f. Recreation & Cultural Affairs: [Signature] Date: 6-19-13
g. City Administrator: [Signature] Date: 6/20/13

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Application for a Public Assembly Permit must be submitted to the City Clerk at least sixty (60) days prior to the date of the proposed assembly.

APPLICATION FOR PUBLIC ASSEMBLY PERMIT
AS REQUIRED BY SECTION 11-20 ET SEQ. OF
THE CODE OF ORDINANCES OF
THE CITY OF GULF SHORES, ALABAMA

Date: 6/21/13

ORGANIZATION/SPONSOR The Beach Club
ADDRESS 925 Beach Club Trail Gulf Shores, AL 36542
AGENT OR REPRESENTATIVE Mark Pickel, Extreme Pyrotechnics
TELEPHONE NUMBER (~~home~~) _____ (business) 478.0537
Email ADDRESS MARKLPickel@yahoo.com

It is respectfully requested that a Public Assembly Permit be issued to the above named organization or sponsor.

The following required information is submitted for the review and approval of the appropriate City Departments and the City Council:

- a. Purpose of the Public Assembly: 4th of July
Fireworks Display
- b. Dates of the Assembly: 7/04/13
- c. Time of the Assembly: from 9:00 p.m. to 9:30 p.m.
- d. Estimated number of Participants/Attendees: 300
- e. Estimated number of Vendors: 0
- f. Location of Assembly (legal description of property if known): South of the Clubhouse on the beach
Approx: 400 ft. from Clubhouse
- g. Owner of Property: Spectrum Resorts

Supply to Clerk a letter from owner of property permitting use for activity, if not owned by applicant.

ORDINANCE NO.

AN ORDINANCE
GRANTING RENEWAL OF A
NONEXCLUSIVE FRANCHISE TO
\$4 ISLAND SHUTTLE TAXI SERVICE
TO PROVIDE TRANSPORTATION SERVICE IN
THE CITY OF GULF SHORES; AND AUTHORIZING
THE EXECUTION OF A FRANCHISE AGREEMENT
BETWEEN THE CITY OF GULF SHORES AND THE COMPANY

WHEREAS, \$4 Island Shuttle Taxi Service, has requested the renewal of their franchise to empower the Company to provide transportation service in the City of Gulf Shores; and

WHEREAS, The City is desirous of granting the renewal of a nonexclusive franchise to \$4 Island Shuttle Taxi Service, to provide transportation service in the City; and

WHEREAS, The residents of the City will be benefited by the granting of such a franchise renewal;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON JUNE 24, 2013, as follows:

Section 1. That the renewal of a nonexclusive franchise be and it is hereby granted to \$4 Island Shuttle Taxi Service, for operation of a taxi service within the corporate limits of the City.

Section 2. That the Mayor and City Clerk are hereby directed and authorized to execute and attest, respectively, a Franchise Agreement between the City of Gulf Shores and \$4 Island Shuttle Taxi Service, which sets forth the requirements, covenants and agreements of a franchise to the Company for operation of a taxi service within the City.

Section 3. That the subject Franchise Agreement, the full text of which is available for examination in the office of the City Clerk, is dated June 24, 2013.

Section 4. That this Ordinance shall become effective upon its adoption and publication as required by law.

ADOPTED this 24th day of June, 2013.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Ordinance No. (prepared by City Clerk), which Ordinance was duly and legally adopted at a regular meeting of the City Council on June 24, 2013, and the same was duly published as required by law.

City Clerk

RESOLUTION NO. -13

A RESOLUTION
ACCEPTING CITY OF GULF SHORES
2012 AUDIT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON JUNE 24, 2013 as follows:

Section 1. That the City of Gulf Shores 2012 Audit be accepted in the form presented to Council this date for Fiscal Year 2012 beginning January 1, 2012 and ending December 31, 2012.

Section 2. That this Resolution shall become effective upon its adoption.

ADOPTED this 24th day of June, 2013.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -13 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on June 24, 2013.

City Clerk

RESOLUTION NO. -13

**A RESOLUTION
APPROVING THE FINAL SITE PLAN
OF ACME RESTAURANT,
TO BE LOCATED AT 216 EAST 24TH AVENUE
IN ACCORDANCE WITH THE ICW-SOUTH ZONING
AND WITHIN THE
WATERWAY VILLAGE OVERLAY DISTRICT**

WHEREAS, Andy Bobe of Preble Rish Engineering, has submitted to the City Council documentation to seek site plan approval in order to construct ACME Restaurant (ACME) at 216 East 24th Avenue;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON JUNE 24, 2013, as follows:

Section 1. That the final plan of ACME Restaurant, a planned one story, 12,179 square foot building with 408 seats, has been reviewed by staff and the Gulf Shores Planning Commission, with a positive recommendation of compliance with conditions.

Section 2. That the Site Plan of ACME Restaurant, to be known as ACME Oyster House, located on the 216 East 24th Avenue, be and it is hereby approved with the following conditions/deviations:

1. In lieu of constructing the required 8' wide pedestrian pathway that would be located north of the proposed building within the United States Army Corps of Engineers Intracoastal Waterway easement, Acme will provide to the City of Gulf Shores (City) a payment of \$15,950.00. Said payment shall be remitted to the City prior to the issuance of the building permit and the City of Gulf Shores shall have 5 years to construct the pathway or the \$15,950 shall be refunded to ACME Restaurant. "
2. A 10 foot drainage easement is required along the western property line.
3. ACME shall pay the City of Gulf Shores \$3,000 per parking space for 120 spaces, or a total of \$360,000 for the right to use 120 spaces in the City's public parking area on East 24th Avenue. A \$100,000 payment is required prior to the issuance of a building permit and the balance of \$260,000 will be amortized for 15 years at 4% with a balloon payment due in 3 years.
4. Parking bumpers shall be provided for all parking spaces.
5. Allow deviations to the following requirements:
 - a) Reduce the minimum 5 foot parking lot landscape buffer to 2.5 feet.
 - b) Allow the western side yard building setback to be 24 feet instead of the maximum 5 foot setback.
 - c) ACME requests to use pervious gravel for their on-site parking and drive aisles.

Section 3. That the decision of the Council is that the Site Plan is in the public interest, based on the following findings of fact and conclusions:

A. The plan is consistent with the comprehensive plan and the purpose and intent of the zoning district in which it is located - ICW-South within the Waterway Village.

B. The plan is in conformance with applicable regulations of the zoning district in which it is located. The plan meets or exceeds area and setback requirements.

C. The plan is in conformance with City policy in respect to sufficiency of ownership. The City does not, by this approval, assume any responsibility for title or survey problems which may arise.

Section 4. That this Resolution shall become effective upon its adoption.

ADOPTED this 24th day of June, 2013.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC, City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -13 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on June 24, 2013.

City Clerk

RESOLUTION NO. -13

A RESOLUTION
AUTHORIZING GULF SHORES UTILITIES BOARD
TO DECLARE CERTAIN PERSONAL PROPERTY
SURPLUS AND UNNEEDED; AND
AUTHORIZING DISPOSAL OF SUCH PROPERTY

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON JUNE 24, 2013, as follows:

Section 1. That the following personal property owned by The Utilities Board of the City of Gulf Shores, Alabama, has been deemed to no longer useful for utility operations:

ITEMS

One (1) Dodge 2001 One Ton
VIN #3B6MC36591M537806

One (1) Ford 2003 F-250
VIN #1FDNF20P83EB91442

Section 2. That The Utilities Board of the City of Gulf Shores be and they are hereby authorized and directed to dispose of the personal property owned by The Board, described in the above listing, by appropriate legal methods.

Section 3. That this Resolution shall become effective upon its adoption.

ADOPTED this 24th day of JUNE, 2013.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -13 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on June 24, 2013.

City Clerk

RESOLUTION NO. -13

**A RESOLUTION
AUTHORIZING AND DIRECTING THE
MAYOR AND CITY CLERK TO EXECUTE
AND ATTEST, RESPECTIVELY,
A PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GULF SHORES
AND SKIPPER CONSULTING, INC.
FOR A GROWTH MANAGEMENT TRAFFIC MODEL
FOR LONG TERM TRAFFIC MANAGEMENT PLAN
IN AMOUNT NOT TO EXCEED \$13,250.00**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON JUNE 24, 2013, as follows:

Section 1. That the Mayor and City Clerk be and they are hereby
authorized and directed to execute and attest, respectively, a
professional services contract, between the City of Gulf Shores and
Skipper Consulting, Inc. for a growth management traffic model for
long term traffic management plan in an amount not to exceed
\$13,250.00; in substantially the form presented to Council this
date.

Section 2. That this Resolution shall become effective upon its
adoption.

ADOPTED this 24th day of June, 2013.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores,
Alabama, do hereby certify that the foregoing is a true and correct
copy of Resolution No. -13 (prepared by City Clerk), which
Resolution was duly and legally adopted at a regular meeting of the
City Council on June 24, 2013.

City Clerk

DATE: June 21, 2013

ISSUE: Skipper Growth Management Proposal

RECOMMENDATION: Approve Skipper Consulting, Inc. proposal for \$13,250 to perform an analysis of current transportation infrastructure capacities and project future 5 and 10 year impacts by projecting growth potentials of current zoning.

BACKGROUND: Planning future transportation projects to address current and future transportation demands are critical to the viability of Gulf Shores. Skipper will evaluate Hwy 59, Hwy 180 and Hwy 182 capacities against current/future growth at years 2013, 2018 and 2023. They will also compare roadway capacities against various proposed transportation improvement projects and estimate their costs.

PREVIOUS COUNCIL ACTION: The City has engaged Skipper Consulting to perform numerous transportation improvement projects and long range development planning.

BUDGET IMPLICATIONS: To be determined.

RELATED ISSUES: None

ATTACHMENTS:

- Skipper Consulting Proposal

DEPARTMENT: Community Development & Public Works

STAFF CONTACT: Mark Acreman

PROFESSIONAL SERVICES AGREEMENT
Between
City of Gulf Shores, Alabama and Skipper Consulting, Inc

This Agreement is made by and between **City of Gulf Shores ("City")**, doing business at P.O. Box 299, Gulf Shores, Alabama 36547 and, **Skipper Consulting, Inc. ("Consultant")**, doing business at 3644 Vann Road, Suite 100, Birmingham, Alabama 35235.

Who agree as follows: Client requires professional traffic engineering services to undertake traffic planning and analysis to develop a growth management traffic model for the City of Gulf Shores. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement, together with Exhibit A referred to herein; constitute the entire agreement between them relating to this assignment.

1. PROFESSIONAL SERVICES: The Consultant agrees to perform the following Services under this agreement:

SEE EXHIBIT "A"

2. CLIENT'S RESPONSIBILITIES: Client, at its expense, will provide the Consultant with all required site information, existing plans, reports, studies, project schedules and similar information that is contained in its files. The Consultant may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.

The Client shall participate with the Consultant by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow the Consultant to perform the scope of work within established schedules.

3. COMPENSATION, BILLING, PAYMENT, AND PERFORMANCE SCHEDULE: Skipper Consulting Inc. would on behalf of the City of Gulf Shores, Alabama, undertake the work outlined in Exhibit "A" on a fixed fee basis as follows:

<u>Work Task</u>	<u>Fee</u>
Growth Management Traffic Model	\$ 13,250.00

The CLIENT would be billed monthly based on the work completed during the billing period. Invoices are payable within 30 days from the receipt by the CLIENT, and such payment shall not be contingent or dependent upon any conditions or any action or undertaking of the CLIENT other than those conditions, if any, specifically set forth in this agreement.

If complications or other unforeseen factors cause a change in the scope of work outlined in Section 1, the Consultant will notify the Client in writing of the changes and any adjustments to the fee required by such change. If the Client wishes to undertake tasks that are identified as being outside the proposed scope of services, the Consultant is prepared to amend this agreement or submit a proposal for the additional work.

If for any reason, payment for invoices reaches more than 15 days past the due date, the Consultant has the right to stop work on the assignment until such payment is made. The Consultant will not be liable for any delays to project schedules caused for such work stoppage.

This proposal has been prepared with the expressed understanding that the selection of our firm to perform these professional services is based upon the qualifications, experience and reputation of the staff of Skipper Consulting, Inc., and not solely upon the cost of the services proposed. We trust the fees outlined herein are acceptable and within your project budgetary plans. We look forward to commencement of the work and will be glad to address any questions regarding the technical scope and/or schedule of fees for this proposal. If the Client should request additional prices for the scope of work included herein from other consulting engineers, please consider our proposal withdrawn in order to comply with Alabama Administrative Code Chapter 330-X-14-.05(f).

4. STANDARD TERMS AND CONDITIONS

Services provided by the Consultant shall be performed based on standard professional practices exercised by the transportation engineering and planning profession and upon standards within the locality where the services are provided.

Consultant's relationship to Client shall at all times be that of an associate consultant, and at all times this relationship shall be governed by, and in strict accordance with, Client's contract with the consultant.

The Client shall, without limit, have final right of review and approval of all plans and specifications that shall be the essence of this agreement; however, review and approval shall not be withheld unreasonably.

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

This agreement may be terminated by either party upon 10 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination of this agreement, due to the fault of someone other than the Consultant, Consultant shall be paid for services performed to termination date, including reimbursements then due.

The Consultant agrees to furnish consulting services only, as may be required for any and all of Client's work. Consultant shall be responsible for coordination of his work with that of Client.

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement.

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out from or resulting from, any failure to perform in accordance with the terms of this agreement where the causes of such failure shall include, but not limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, or any other cause not within the reasonable control of either party.

Consultant shall secure and maintain such insurance as will protect him from claims under the workers' compensation acts and form claims for bodily injury, death, or property damage that may arise from the performance of his services under and pursuant to this agreement. Certificates of such coverage will be provided to Client upon request.

To the fullest extent permitted by law, the Client and Consultant agree that, except for claims of indemnification, the time period for claims under this agreement shall expire one year following completion of the project.

Client shall provide Consultant access to the project site necessary for the Consultant to provide the services outlined.

Reuse of any documents or other deliverables pertaining to the project by the Client other than for the project for which documents or deliverables were prepared without written verification by the Consultant shall be at the Client's risk.

No employee or agent of the Consultant shall have individual liability to the Client.

The persons signing this agreement warrant that they have the authority to sign on behalf of the Client and Consultant.

APPROVED FOR CLIENT

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR SKIPPER Consulting, Inc.

By:  _____

Printed Name: Darrell B. Skipper

Title: President

Date: 6/17/13

Exhibit "A"

Scope of Services

Skipper Consulting, Inc. proposes to provide traffic engineering design services to undertake traffic planning and analysis to develop a growth management traffic model for the City of Gulf Shores, Alabama. The Consultant shall be authorized to start work on the services outlined in this agreement upon execution of this Agreement. The Client and Consultant agree this agreement; together with Exhibit A constitute the entire agreement between them relating to this assignment.

Background Information for the Project

The portion of the City of Gulf Shores within the limits of Pleasure Island is constrained from a transportation standpoint by a limited number of roadways which provide access. Currently, regional transportation to this portion of Gulf Shores is limited to Alabama Highway 59 from the north, Alabama Highway 180 from the east and Alabama Highway 182 from the east. As development opportunities increase, the level of traffic congestion on these regional arterials entering the study area will also increase. The purpose of this project will be to examine the carrying capacity of the existing roadway system, determine the level of traffic increase that will result from additional development within the study area and the ability of these roadways to accommodate the traffic, determine the impacts of constructing improvements to existing roadways and construction of new roadways, and determining levels of development which can be supported by the roadway network.

The study area for this project will be that portion of the City of Gulf Shores which is within the area accessed by Alabama Highway 59 at the intercoastal waterway bridge, Alabama Highway 180 at the City limits line, and Alabama Highway 182 at the western boundary of Gulf State Park. The study shall address traffic conditions for existing conditions (2013) and two future years (2018 and 2023). It is anticipated that the City will provide the Consultant with tallies of existing land uses within the study area and future land use and development plans which are to be included in the study as well as a list of roadway improvements to be included in the analysis.

Work to be Performed by the Consultant

- Attend a kick-off meeting with City.
- Document traffic counts conducted by Skipper Consulting and the Alabama Department of Transportation. No new traffic counts will be conducted for this study effort.
- Analyze existing traffic volumes and roadway carrying capacities.
- Develop a trip generation model for new development.
- Develop an approach distribution model for new development.
- Develop a design day traffic threshold model to determine the percentile day which traffic should be accommodated.
- The project deliverable will be a series of tables for each study year which show the anticipated traffic volumes, capacities and levels of service for all roadways. The tables will include the individual impacts of each roadway improvement and the impacts of development levels.
- A generalized (planning level) cost estimate for each roadway improvement project will be developed.
- Attend work session with City to refine the analysis procedures and results.
- Prepare a report. The final report will be issued in .pdf format.

Schedule

The Consultant will perform the proposed scope of work within a period of four (4) calendar months from notice to proceed, barring unforeseen circumstances outside of the control of the Consultant, and independent of review time by the City of Gulf Shores.

RESOLUTION NO. -13

A RESOLUTION
ACCEPTING THE BID OF
UNITED RECOVERY GROUP, LLC FOR
DEBRIS CLEARANCE AND SAND RECLAMATION
IN AN AMOUNT NOT TO EXCEED \$7,370,750.00
AS DEFINED IN SCOPE OF WORK AND/OR
AS SPECIFIED FOR ADDITIONAL
AUTHORIZED SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON JUNE 24, 2013, as follows:

Section 1. That the bid of United Recovery Group, LLC for Debris Clearance and Sand Reclamation, be and the same is hereby accepted, being the lowest, most responsible, among sealed bids opened on May 21, 2013 in an amount not to exceed \$7,370,750.00 as defined in scope of work and/or as specified for additional authorized services; and

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and Unified Recovery Group, LLC for Debris Clearance and Sand Reclamation; in substantially the form presented to Council this date.

Section 3. That this Resolution shall become effective upon its adoption.

ADOPTED this 24th day of June, 2013.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -13 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on June 24, 2013.

City Clerk

RESOLUTION NO. -13

A RESOLUTION
ACCEPTING THE BID OF
HOSEA O. WEAVER FOR
ROADWAY RESURFACING, FY 2013
IN AN AMOUNT NOT TO EXCEED \$490,672.70
AS DEFINED IN SCOPE OF WORK AND/OR
AS SPECIFIED FOR ADDITIONAL
AUTHORIZED SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES, ALABAMA, WHILE IN REGULAR SESSION ON JUNE 24, 2013, as follows:

Section 1. That the bid of Hosea O. Weaver for Roadway Resurfacing, FY 2013, be and the same is hereby accepted, being the lowest, most responsible, among sealed bids opened on June 11, 2013 in an amount not to exceed \$490,672.70 as defined in scope of work and/or as specified for additional authorized services; and

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a contract between the City of Gulf Shores and Hosea O. Weaver for Roadway Resurfacing, FY 2013; in substantially the form presented to Council this date.

Section 3. That this Resolution shall become effective upon its adoption.

ADOPTED this 24th day of June, 2013.

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -13 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on June 24, 2013.

City Clerk

RESOLUTION NO. -13

A RESOLUTION
AUTHORIZING THE MAYOR AND CITY CLERK
TO SIGN A PROFESSIONAL SERVICES AGREEMENT
IN AN AMOUNT NOT TO EXCEED \$12,500.00
FOR AN ECONOMIC IMPACT ANALYSIS STUDY
RELATIVE TO THE HANGOUT MUSIC FESTIVAL

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GULF SHORES,
ALABAMA, WHILE IN REGULAR SESSION ON JUNE 24, 2013, as follows:

Section 1. That an expenditure in the amount of \$12,500.00 is hereby authorized in support of an Economic Impact Analysis Study relative to the Hangout Music Festival; and

Section 2. That the Mayor and City Clerk be and they are hereby authorized and directed to execute and attest, respectively, a professional services agreement for performance of an economic impact analysis study relative to the Hangout Music Festival; in substantially the form presented to Council this date.

Section 3. That this Resolution shall become effective upon its adoption.

ADOPTED this 24th day of June, 2013

Robert Craft, Mayor

ATTEST:

Wanda Parris, MMC
City Clerk

C E R T I F I C A T E

I, Wanda Parris, MMC, City Clerk of the City of Gulf Shores, Alabama, do hereby certify that the foregoing is a true and correct copy of Resolution No. -13 (prepared by City Clerk), which Resolution was duly and legally adopted at a regular meeting of the City Council on June 24, 2013.

City Clerk